



RFP No: 3595

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until July 31, 2009 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology Services.

To establish a vendor pool to provide Interwoven services, including Business Process Reengineering ("BPR"), imaging and/or backfile conversion, workflow and collaboration, web content management, Interwoven infrastructure, and Interwoven training and/or mentoring to the agencies and institutions of the State.

The Vendor must submit proposals and direct inquiries to:

Martha L. Pemberton
Technology Consultant
Information Technology Services
Suite 508, 301 N. Lamar Street
Jackson, MS 39201-1495
(601) 359-2743
Martha.Pemberton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3595
due July 31, 2009 @ 3:00 p.m.,
ATTENTION: Martha L. Pemberton

David L. Litchliter
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP 3595.

- _____ 1) One clearly marked original response and four (4) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) *References* (Section IX)

Table of Contents

SECTION I	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY	4
PROPOSAL BONDS	5
PROPOSAL SUBMISSION REQUIREMENTS	6
SECTION III.....	10
VENDOR INFORMATION	10
SECTION IV	14
LEGAL AND CONTRACTUAL INFORMATION	14
SECTION V	27
PROPOSAL EXCEPTIONS	27
PROPOSAL EXCEPTION SUMMARY FORM	29
SECTION VI	30
RFP QUESTIONNAIRE.....	30
SECTION VII.....	33
TECHNICAL SPECIFICATIONS	33
SECTION VIII.....	47
LETTERS OF CONFIGURATION.....	47
SECTION IX	50
REFERENCES.....	50
REFERENCE FORM.....	51
SUBCONTRACTOR REFERENCE FORM.....	52
EXHIBIT A.....	53
STANDARD CONTRACT	53

SECTION I SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (**ITS**), should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

	_____/_____ Original signature of Officer in Bind of Company/Date
Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____

State of Incorporation	_____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

Please refer to Item No. 36, "Proposal Bond" in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and four (4) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.
 - 8.4 Respond to the sections and exhibits in the same order as this RFP.
 - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and four (4) copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Martha L. Pemberton, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2743, Martha.Pemberton@its.ms.gov.

- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by ITS;
- 3.2 Contracts which have been signed by the Vendor and ITS;
- 3.3 ITS' Request for Proposal, including all addenda;
- 3.4 Official written correspondence from ITS to the Vendor;
- 3.5 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the ITS RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. Approved Contract

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. Contract Validity

All contracts are valid only if signed by the Executive Director of **ITS**.

10. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor may be required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. ITS may withdraw the proposal award and

begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject

contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. Negotiations with Subcontractor

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. Outstanding Vendor Obligations

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which ITS is the contracting agent and who has received written notification from ITS regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, ITS has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which ITS is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
30. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
31. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.
32. **Remote Access via Virtual Private Network**
Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
33. **Negotiating with Next-Ranked Vendor**
Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.
34. **Disclosure of Proposal Information**
Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in

accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor is not required to include a proposal bond with its RFP proposal.

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the Mississippi Department of Information Technology Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and

must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from ITS, unless an extension is agreed to by ITS.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, ITS will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after ITS and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and ITS shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or ITS elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Information Technology Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to ITS, on behalf of Mississippi Department of Information Technology Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount

mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Information Technology Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve **Vendor protests in connection with the** selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3595.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto)

requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and ITS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 SAAS Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

- 1.2 Vendor Self-Certification Form: The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcert_form.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

Remit Address (if different):

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7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.
- 1.8 Section II, item 9, of this RFP requires the Vendor to clearly identify all costs for this RFP in the Cost Information Submission. This RFP does not contain a *Cost Information Submission* section and does not require the submission of any costs at the time of initial submission. Costs will be solicited on a project-by-project basis through the Letter of Configuration (LOC) process.

2. General Overview and Background

- 2.1 Since 2004, **ITS** has partnered with multiple state agencies to implement an enterprise-wide Content Management solution hosted in the State Data Center.

This initiative has resulted in the implementation of Interwoven products including WorkSite (Content Management Product), TeamSite (Web Content Management Product), Records Manager, and WorkRoute. These products act as the enabling platform to support the web services and content management initiatives of Mississippi government agencies and institutions.

2.2 **ITS** is seeking proposals to build a pool of Vendors with Interwoven products expertise from which to select to provide services as needed by **ITS** and other public agencies of the State for assistance with projects to implement, support, and enhance the State's Interwoven-based Enterprise Content Management Solution. Examples of these projects may include:

- 2.2.1 Business process analysis, design, modification/re-engineering, development, and implementation;
- 2.2.2 Document Management and Collaboration application implementations;
- 2.2.3 Web Content management application implementations;
- 2.2.4 Interwoven infrastructure upgrade, maintenance, and enhancements;
- 2.2.5 Onsite and/or remote troubleshooting projects; and
- 2.2.6 Interwoven education, training, and mentoring projects.

2.3 How This RFP Will Be Used

- 2.3.1 There will be no sole winning vendor in response to this RFP. All responses will be evaluated and rated based on completeness of response, the degree and type of Interwoven experience, and Vendor's concurrence with the requirements of this RFP. Successful vendors will be maintained on a list and will be eligible to participate in a competitive process on a project-by-project basis. Awards may be made to valid Vendors multiple times using these procedures.
- 2.3.2 When a need arises for the services described in this RFP, **ITS** staff may contact Vendors to obtain price quotations or may issue a Letter of Configuration (LOC) request to all valid Vendors, describing the project requirements, functional specifications, and scheduling requirements. For deliverable-based engagements, Vendors will be expected to provide a firm, fixed price for the engagement in response to the LOC or request for quotation. See

Section VIII of this RFP for additional information on the LOC process.

- 2.3.3 Optionally, an LOC may request that the Vendor propose supplemental staff to provide assistance to a State organization on an hourly basis under the direction of State project management staff. In this case, the State will provide a project description, the minimum qualifications for the proposed role, and proposed project time-line in the request for quotation or LOC. Vendors will be required to provide resumes and experience summaries for proposed staff. For supplemental staffing engagement, Vendors will be expected to provide a full loaded hourly rate in response to the LOC or request for quotation.
- 2.3.4 Vendors will be expected to respond to an LOC based on their resources available to provide the requested services at that time. Vendor must respond to an LOC by the time specified with a fully detailed proposal, including cost, as outlined in the LOC.
- 2.3.5 Since this RFP uses the LOC process, requirements or responses to this RFP document will also be construed to apply to any responses to an LOC. Basic terms and conditions are set out in this RFP. Additional terms and conditions may be included in the LOC document as required.
- 2.3.6 Workplans, Individual contracts, Contract Supplements, and/or Statements of Work (SOWs) will be executed (depending on the complexity of the project) with Vendor for any awarded project, specifying the cost; period of performance; number of hours; service description; assigned vendor staff; appropriate rules and boundaries; and/or deliverables to be furnished by the specific vendor.
- 2.3.7 **Right to Use LOC Responses in Future Projects:** In Section III, Item 10, of this RFP, the State reserves the right to use proposals in future projects. For this RFP, this item should be construed to reserve ITS' right to use any Vendor's LOC response in the same way and under the same terms and conditions as outlined in this item.

2.4 Proposal Validation, Use, and Updates

- 2.4.1 It is the intent of this ITS RFP to select one or more Vendors to provide the services within the scope of this RFP for selected projects for state entities.

- 2.4.2 **ITS** will validate the information in all Vendors' proposals submitted in response to this RFP. The proposal will be reviewed to assure that all requested information has been supplied, that the Vendor has documented Interwoven experience as outlined in the RFP, and that the Vendor has accepted the required contractual terms and conditions. If information is missing or **ITS** needs clarifications, the Vendor will be contacted.
- 2.4.3 After the proposal is determined to be valid, **ITS** will send the Vendor an approval memo. If Vendor's submission is invalid, **ITS** will notify the Vendor in writing of the deficiencies.
- 2.4.4 Proposals received after the original opening date will be opened and processed in the order in which they are received and will be added to the list of approved Vendors as they become valid. If additional Vendors are required for a particular project, proposals may be solicited by **ITS** after the original opening date.
- 2.4.5 Throughout the lifecycle of this RFP, **ITS** consultants will reference this Vendor list on a project-by-project basis to determine the Vendors who can supply the requested items. The **ITS** consultant will send out a request for quotations or an LOC requesting more detailed information on the requested services. (The LOC process is discussed in more detail in Section VIII.) In response to such a request, the Vendor submits specific pricing information, staff resumes, and other project-specific information.
- 2.4.6 Updates/additions to existing approved proposals and new proposals from additional Vendors will be accepted after the proposal opening date at the discretion of **ITS**.
- 2.4.7 At times to be set at the discretion of **ITS**, an update may be requested from all participating Vendors. At such a scheduled update, Vendors will be requested to update their contact information, if needed, and will be allowed to make any needed changes or additions to their proposed information.

3. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	07/07/09
Second Advertisement Date for RFP	07/14/09
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 07/17/09
Deadline for Questions Answered and Posted to ITS Web Site	07/21/09
Open Proposals	07/31/09
Evaluation of Proposals	08/1/09 – 08/19/09
Contract Negotiation	8/20/09 – 08/28/09

4. Statements of Understanding

- 4.1 Proposals submitted in response to this RFP are intended for the sole internal use of the **ITS** staff in fulfilling requests submitted by **ITS** clients for the specified services and technology. Selection of a Vendor for a specific project will be based on the State's evaluation of all valid proposals received in response to a request for quotation or an LOC request and the selection of the lowest and best proposal for the given project. Vendors may not subvert the intended use or purpose of this RFP by furnishing quotes to **ITS** clients from this RFP. Such quotes are not legal and may subject customer and/or Vendor to legal and other sanctions.
- 4.2 **ITS** acknowledges the volatility of the professional/technical services market targeted by this RFP. Therefore, vendors will be allowed to propose staff on a project-by-project basis as outlined in a request for quotation or an LOC request. A resume must be provided for each proposed staff member, along with other information necessary to substantiate the individual's qualifications, as detailed in the request for quotation or the LOC, at the time of the quotation or LOC response.
- 4.3 Proposals submitted in response to this RFP will be valid through June 30, 2010 to enable vendors to work with agencies through varying project initiations and deadlines. **ITS** reserves the right to request an extension of this date with the written concurrence of the vendor.
- 4.4 Depending on the complexity of the project, Vendor may be required to provide project management personnel to facilitate provision of services in a timely and effective manner. The vendor project manager will be required to coordinate activities with a customer project manager provided by the State organization or **ITS**.

- 4.5 Though Vendor may accomplish the requirements proposed under this RFP through the use of sub-contracted consultants, Vendor must understand that, should he/she choose this method, Vendor must agree to be fully responsible for the provision and management of these services, and must fully guarantee the performance of all proposed staff.

5. Existing Processing Environment - General Description

- 5.1 The Interwoven platform is housed and managed by **ITS** at the State Data Center, located at 239 North Lamar Street, Jackson, Mississippi 39201.
- 5.2 Infrastructure (Hardware, Operations Systems, Database) environment currently in use is described below.
- 5.2.1 Production Worksite – 4 Virtual Machines running Windows 2003 Server (2 CMS, 1 App Server and 1 Indexer), SQL Server 2000
- 5.2.2 Development Worksite – 1 Virtual Machine, SQL Server 2000
- 5.2.3 Production Teamsite – 1 Virtual Machine, SQL Server 2005
- 5.2.4 Development Teamsite – 1 Virtual Machine, SQL Server 2005
- 5.3 Specific details concerning the processing environment will be provided as projects are identified.

6. Vendor Qualifications/Reference Requirements

- 6.1 Vendor Qualifications
- 6.1.1 Vendor must provide information detailing the company's qualifications to provide the requested services. This information must include the following company background information.
- 6.1.1.1 Date established,
- 6.1.1.2 State of incorporation,
- 6.1.1.3 Ownership,
- 6.1.1.4 Corporate office location,
- 6.1.1.5 Office location that serves the Jackson, Mississippi area,
- 6.1.1.6 Area(s) of expertise,
- 6.1.1.7 Total number of employees,

6.1.1.8 Number of Interwoven proficient employees

- 6.1.2 The Vendor must provide details of Interwoven-related experience over the past five years as it relates to the following project types. At minimum, these details must include customer company name, location, project description, project timeframe, and number of months/years of experience in each project area. The State acknowledges that the Vendor may not have experience in all designated areas.

6.1.2.1 Business process analysis, design, modification/re-engineering, development, and implementation

6.1.2.2 Document Management Collaboration application implementations

6.1.2.3 Web Content management application implementations

6.1.2.4 Interwoven infrastructure upgrade, maintenance and enhancements

6.1.2.5 Onsite and/or remote troubleshooting projects; and

6.1.2.6 Interwoven training and mentoring projects

- 6.1.3 It is desirable that the Vendor have state and/or other governmental experience. Identify any of the projects listed above where the client was a state or other governmental organization.

- 6.1.4 For additional consideration, Vendor may identify any non-Interwoven projects Vendor's organization has performed for governmental entities over the past five (5) year period. Vendor must be aware that preference will be given to those projects that specifically identify Vendor experience in the project areas identified in 6.1.2 above.

- 6.1.5 Vendor must specify the number of staff available with proficiency and expertise with each of the following Interwoven products. Please include the average number of years experience with each product across the number of staff specified.

6.1.5.1 WorkSite MP

6.1.5.2 TeamSite and OpenDeploy

6.1.5.3 Records Manager

6.1.5.4 WorkRoute

- 6.1.6 It is desirable that proposed staff have experience with the following additional products. Vendor may also specify the number of staff available with proficiency and expertise in these products and the average number of years experience with each product.

6.1.6.1 MediaBin

6.1.6.2 Targeting

6.1.6.3 SitePublisher

7. Generic Sample Project Descriptions

The following project descriptions are presented to give Vendors additional information on the types of projects that will be awarded within the scope of this RFP through the Letter of Configuration (LOC) or written quotation process. Vendor may acknowledge this section in its entirety.

7.1 Business Process Analysis and/or Reengineering (BPR) Specifications

- 7.1.1 Business Process Analysis and/or Reengineering services are those required to review the organization's existing processes and functions and update them as needed to enable the organization to implement content management solutions according to 'best practices.'

- 7.1.2 As needed, Vendors may be required to assist state organizations by examining existing business processes and systems to determine if improvements can be made that will increase efficiency, streamline processes and improve the chances of success for implementing electronic system enhancements or applications. Services required for BPR projects may include providing appropriate staff to contribute subject-matter expertise to provide:

7.1.2.1 Global review of existing agency processes

7.1.2.2 Analysis of agency divisions, processes, systems and service offerings

7.1.2.3 Identification of process duplication

7.1.2.4 Identification of opportunities for data sharing

7.1.2.5 Identification of areas that can be streamlined

- 7.1.2.6 Identification of areas for which no current automation application exists, but that would benefit greatly from automation
- 7.1.2.7 Identification of any automated areas that would benefit from a technology update or refresh
- 7.1.2.8 Provide a complete solution to include recommendations of process and system changes
- 7.1.2.9 Provide documentation of existing and reengineered processes
- 7.1.2.10 Provide cost benefit analysis for recommended changes
- 7.1.2.11 Provide scheduling and/or workplan of activities to accomplish the goals of the organization
- 7.1.2.12 Provide training and knowledge transfer to the agency staff

7.2 Document Management and Collaboration Project Requirements

- 7.2.1 Document Management and Collaboration projects are those in which the electronic data files will be made available to and require input, update and/or approval capabilities from multiple staff, applications, departments, branches, organizations, etc.
- 7.2.2 The State envisions the need to acquire Vendor services to provide the initial requirement studies, and the design, development, implementation, and training services for deployments to enable various organizational staff to collaborate on projects, studies, reports, approvals, etc. General features required in such systems include the items listed below:
 - 7.2.2.1 Version control capabilities to track and display modifications with the ability to incorporate modifications into final version of document,
 - 7.2.2.2 Automatic document routing,
 - 7.2.2.3 Document update capabilities at appropriate routing points,
 - 7.2.2.4 To build flexible routing and approval chains,
 - 7.2.2.5 To attach other documents, such as Word, Excel, pdfs, charts, maps, etc.,

7.2.2.6 Check-in/check-out document feature with lockout capabilities,

7.2.2.7 Online notification during approval process,

7.2.2.8 Protection of content from alteration, after approvals have been made,

7.2.2.9 Mechanism or interface to enable final approved documents to be stored in current Interwoven or other system as relates to specific organizational requirements,

7.2.2.10 Digital signature capabilities within the document.

7.3 Web Content Management Requirements

7.3.1 Web Content Management projects are those projects using TeamSite to create, manage, and maintain organizational websites to enable website data to remain current and relevant.

7.3.2 Vendor may be required to provide staff with the expertise to assist the State in all functions necessary to create, update, manage and/or maintain effective websites to support the State organization's mission of service to customers and/or the public.

7.4 Interwoven Infrastructure Assistance

7.4.1 Infrastructure assistance projects will include onsite upgrade services such as periodic platform health checks, upgrade assistance due to changes in software versions or hardware platform, and product tuning. These services will be used to augment **ITS** staff, on an as-needed basis, with infrastructure maintenance for the Interwoven platform. Vendor is reminded that the Interwoven infrastructure is maintained centrally at the State Data Center located in Jackson, Mississippi.

7.4.2 The State of Mississippi may also require Vendor services to assist with maintenance and support of the State's Interwoven-based infrastructure. This function is currently being managed by existing State staff. However, there may be times when additional resources are needed to assist with implementing Interwoven upgrades, performing periodic maintenance check-ups, fine tuning and tweaking the Interwoven products, or the like.

7.5 Infrastructure Troubleshooting

- 7.5.1 Troubleshooting are those services requiring staff with expertise to assist the State in the identification and resolution of problems with the Interwoven infrastructure.
- 7.5.2 Vendor must provide assistance with troubleshooting services to identify and resolve conflicts in implementations 1) at the infrastructure level; 2) at the state organization level; and 3) between the State infrastructure and any state organization participating in the Enterprise Content Management solution.

7.6 Interwoven Mentoring and Knowledge Transfer (Training) Requirements

- 7.6.1 Training services include provision of onsite education, training and/or mentoring assistance to enable **ITS** staff to stay current with product releases and best practices for the State's implementation of the Interwoven products.
- 7.6.2 In response to this section, the State is seeking Vendor assistance to provide:
 - 7.6.2.1 Periodic onsite Interwoven training and/or mentoring assistance services to keep the State staff current on capabilities and uses of Interwoven products.
 - 7.6.2.2 Onsite mentoring services to facilitate knowledge transfer of the process, development, and management of the Interwoven infrastructure. This training should include, but is not limited to the following:
 - 7.6.2.2.1 How the system uses any products in the creation, deployment and support of a proposed project,
 - 7.6.2.2.2 General system maintenance,
 - 7.6.2.2.3 General ad hoc support services as the need arises.
 - 7.6.2.3 Familiarizing the State staff with best practices, uses, and operations in utilizing the Interwoven system.
 - 7.6.2.4 Provision of daily input and feedback to existing State staff and State management personnel. This feedback must

include lessons learned to facilitate day-to-day system operations and support.

7.6.2.5 To assist in training via mentoring and knowledge transfer in development, deployment, administration, maintenance and other specific issues.

7.6.2.6 To recommend and provide written guidelines for consistent continued use of the system by the agency staff after completion of any identified project.

7.7 Communications Requirement

7.7.1 Regardless of project type, Vendor may be responsible for providing the following, as needed. Therefore, proposed staff must be proficient in providing the following.

7.7.1.1 Project workplans and project tracking,

7.7.1.2 Oral and/or written status updates and reports,

7.7.1.3 Written project documentation of findings and recommendations,

7.7.1.4 Making presentations of findings and recommendations,

7.7.1.5 Presenting issues requiring decisions to appropriate agency management,

7.7.1.6 Contributing subject-matter expertise in the organization's work processes,

7.7.1.7 Facilitating meetings to gather or disseminate information

8. Other Requirement

8.1 Location of work - For most projects, Vendor staff will be expected to complete all or, at minimum, a majority of the work tasks at the customer's site.

8.2 Hours of work - Unless otherwise negotiated, Vendor staff will be required to work full time (40 hour week, 8:00 a.m. to 5:00 p.m., Monday through Friday, Central Time) until project completion.

9. Vendor Contact Information

- 9.1 Provide contact information about the person who completed and submitted the RFP response in case we must contact someone for information during the RFP proposal validation process. This person will also receive the approval memo and any update memos during the life cycle of the RFP.
- 9.2 Provide mailing addresses to which customers should send purchase orders and remittances. There are two address lines. Some Vendors need two lines for their addresses or they are doing business under a different name from their corporate name. Do not repeat your company name on the first address line. **ITS** pulls that information from the “Company Name” in row #1.
- 9.3 Provide contact information for the persons who should receive LOCs on projects. **ITS** allows each Vendor to list two individuals to receive the LOC e-mails, so that there will be a backup in case someone is out of the office.
- 9.4 Use the format on the following page for submitting your Vendor Information.

COMPANY NAME (50)	VENDOR COMPANY NAME
PERSON WHO PREPARED RESPONSE (50)	BOB JONES
TELEPHONE NUMBER – RFP CONTACT (40)	601-532-6738 EXT 234
FAX NUMBER – RFP CONTACT (30)	601-478-8293
INTERNET E-MAIL ADDRESS – RFP CONTACT (50)	jones@itservice.com
MAILING ADDRESS 1 – RFP CONTACT (50)	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
MAILING ADDRESS 2 – RFP CONTACT (50)	SECOND ADDRESS LINE
CITY – RFP CONTACT (25)	JACKSON
STATE – RFP CONTACT (2)	MS
ZIP – RFP CONTACT (10)	39204-3836
MAILING ADDRESS 1 – PLACE ORDER TO (50)	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
MAILING ADDRESS 2 – PLACE ORDER TO (50)	SECOND ADDRESS LINE
CITY – PLACE ORDER TO (25)	JACKSON
STATE – PLACE ORDER TO (2)	MS
ZIP – PLACE ORDER TO (10)	39204-3836
MAILING ADDRESS 1 – REMIT TO (50)	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
MAILING ADDRESS 2 – REMIT TO (50)	SECOND ADDRESS LINE
CITY – REMIT TO (25)	JACKSON
STATE – REMIT TO (2)	MS
ZIP – REMIT TO (10)	39207-4876
PERSON TO RECEIVE LETTERS OF CONFIGURATION (50)	BOB JONES
PHONE NUMBER – LOCS (40)	888-902-7377
FAX NUMBER – LOCS (30)	601-478-8293
INTERNET E-MAIL ADDRESS – LOCS (50)	jones@itservice.com
BACKUP PERSON TO RECEIVE LOCS (50)	SANDY SMITH
PHONE NUMBER – BACKUP LOCS (40)	888-902-7376
FAX NUMBER – BACKUP LOCS (30)	601-478-8293
INTERNET E-MAIL ADDRESS – BACKUP LOCS (50)	ssmith@itservice.com
MAILING ADDRESS 1 – LOCS (50)	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
MAILING ADDRESS 2 – LOCS (50)	123 SOUTH MAIN STREET
CITY – LOCS (25)	JACKSON
STATE – LOCS (2)	MS
ZIP – LOCS – (10)	39204-3836

SECTION VIII

LETTERS OF CONFIGURATION

1. Introduction

- 1.1 Vendor is not required to respond to Section VIII in this RFP response. This section is included for information on how this RFP will be used and how Vendors are expected to respond to Letters of Configuration (LOC).
- 1.2 **ITS** uses LOCs to solicit specific pricing information at the time of a project on a project-by-project basis. LOCs in memo format detail the specific project needs and request Vendor proposals or quotes for the required services.
- 1.3 Vendor responses to LOCs must include all of the required information for determination of lowest and best Vendor for the project. Vendors should use the format detailed in the LOC to prepare their responses.

2. Use of Letters of Configuration

- 2.1 **ITS** will issue LOCs to valid RFP Vendors to fulfill the detailed needs of a customer.
 - 2.1.1 **ITS** will send an e-mail notification of the LOC to those Vendors who appear to fit the project's scope using the information submitted by each Vendor in Section VII, Item 9.3, of this RFP as contact information. **ITS** cannot guarantee receipt of these e-mails.
 - 2.1.2 **ITS** will also post all LOCs for this RFP on our Internet site. **ITS** will contact all valid Vendors for this RFP with instructions on how to access these posted LOCs. All Vendors that are valid for this RFP will be able to respond to any LOC posted for the RFP if they can provide the requested services, whether or not they proposed the specific products and services at the time of their original proposal submission. It is the Vendor's responsibility to check the LOC database website frequently to ensure they have the timely information to respond to an LOC.
 - 2.1.3 An RFP response (whether solicited by **ITS** or unsolicited) must be received by **ITS** before the release of an LOC in order for the Vendor to be considered for a particular project.
- 2.2 These LOCs will outline the project and the specifications of that project.
- 2.3 Vendors will be expected to respond to any LOC by the time specified with fully detailed information covering all the costs of that project. However,

Vendors are not required to respond to all or any LOCs.

2.4 **ITS** reserves the right to reject the Vendor's response to any LOC based on poor material quality.

2.5 A Vendor will be selected based on lowest and best evaluation.

3. **Additional Requirements**

3.1 LOCs may require Vendor submission of resumes of the individuals being proposed.

3.2 If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel within his service rates.

3.3 **ITS** may require mandatory vendor conferences at the time of the LOC as needed on a project-by-project basis.

4. **Communications with Staff**

From the issue date of an LOC until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing, regarding the LOC with any staff except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding the LOC must be submitted in writing to the Technology Consultant noted on the LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to the LOC. Vendors failing to comply with this requirement will be subject to disqualification.

4.1 Vendor may consult with State representatives during any scheduled oral presentations, demonstrations or site visits and

4.2 Vendor may consult with State representatives as designated by the State contact person identified in the LOC in response to State-initiated inquiries.

5. **Vendor response to LOC**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the LOC. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the LOC.

6. **Subcontractors**

The State reserves the right to require the Vendor to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of

work subcontractor will perform, number of certified employees to perform said work, and references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references will be included with the LOC if required.

7. Posting of LOC Awards on ITS website

ITS currently posts the awards of LOCS to the LOC Database. ITS has a link to the LOC Database from the "ITS Procurement Status, Award, and Approval Information" page on the ITS website: <http://www.its.ms.gov/procurement-award.shtml>

The link accesses the LOC Database in a "Received and Awarded" only view for awarded projects. Vendors who are not Valid General RFP Vendors will not have access to the "Pending" LOCs.

8. Additional projects

Vendors should also check the ITS web site for RFPs issued for additional projects beyond the scope of this RFP. These RFPs can be found at http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
 - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
 - 1.2.3 The reference installation must have been operational for at least twelve (12).
 - 1.2.4 Additional reference requirements:
 - 1.2.4.1 There are no additional reference requirements for this RFP.

2. Subcontractors

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

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**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

Please note that execution of this Master Services Agreement is required for all vendors awarded under RFP No. 3595 for participation in a group of vendors eligible to provide Interwoven services to the agencies and institutions of the State of Mississippi. Due to the need for uniformity in terms and conditions among all awarded vendors, the terms of this Master Services Agreement are non-negotiable. Vendors unwilling to execute this Agreement will not be included in the list of eligible vendors for providing these services.

**PROJECT NUMBER 37498
MASTER SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master Services Agreement (hereinafter referred to as “Master Agreement”) is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal offices at **INSERT VENDOR ADDRESS** (hereinafter referred to as “Contractor”) and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as “ITS”), as contracting agent for the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as “Customer”). ITS and Customer are sometimes collectively referred to herein as “State”.

WHEREAS, ITS, pursuant to Requests for Proposals (“RFP”) Number 3595 sought proposals from contractors to establish a pool of vendors to satisfy Customer requests for Worksite and Teamsite services including but not limited to, Business Process Reengineering (“BPR”) services, imaging and/or backfile conversion services, collaboration services, web content management services, Interwoven infrastructure services, and Interwoven training and/or mentoring services (hereinafter referred to as “Services”) on an “as needed” and “if needed” basis; and

WHEREAS, Contractor was a successful respondent in an open, fair and competitive procurement process; and

WHEREAS, ITS and Contractor desire to enter into a Master Agreement containing the terms and conditions which will govern any orders placed by Customer during the term of this Master Agreement for such Services;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the “Effective Date”) and shall continue in effect through the close of business on June 30, 2010 (hereinafter referred to as “Initial Term”). At the end of the Initial Term, the Master Agreement may, upon the written agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Contractor will notify ITS sixty (60) days in advance prior to the expiration of the Initial Term or any renewal term and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel this Master Agreement.

ARTICLE 2 DEFINITIONS

2.1 “Contractor” means **INSERT VENDOR NAME** and its successors and assigns.

2.2 “Customer” means, in each instance, a governmental agency or educational institution of the state of Mississippi who engages Contractor to perform the Services pursuant to this Master Agreement, and who shall be bound by the terms and conditions of this Master Agreement.

2.3 “Services” means the services specified in RFP No. 3595 and Contractor’s Proposal, as accepted by ITS, in response thereto, as well as the Supplement for each individual project.

2.4 “Supplement” means the document pursuant to which, among other things, Customer orders the Services from Contractor. Each Supplement shall include the objectives, requirements, deliverables, timelines, staffing, and costs for each individual project.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement and any Supplement thereto may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Master Agreement and pertinent Supplement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement and any pertinent Supplement necessary.

ARTICLE 4 INCLUDED PARTIES

Contractor will accept orders from and furnish the Services under this Master Agreement to any Customer within Mississippi, in conjunction with a project award made through a competitive procurement process conducted by ITS.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3595, the underlying Letter of Configuration (“LOC”), if any, and Contractor’s Proposals in response thereto, which are all incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not guarantee that it will procure any minimum amount of Services under this Master Agreement.

6.2 For all services awarded under this Master Agreement, a Supplement will be signed by Contractor, ITS, and, if necessary, an authorized representative of the Customer. The Supplement shall reference this Master Agreement and set forth the Services to be procured; the prices for same; the specific details of the transaction, including but not limited to the specific individual(s) to be assigned by Contractor to perform the Services and the length of the desired consulting engagement, as well as any additional terms and conditions agreed to by the parties. Any additional terms and conditions contained in any Supplement shall apply solely to the Services being procured therein. All Supplements shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement, in the event of a conflict between the other terms and conditions in a Supplement and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Contractor or its subcontractors. The parties agree that the Customer has the right to adjust the quantity of Services to be rendered or the length of the consulting engagement based upon the availability of funding or as determined necessary by the Customer.

6.3 Once Contractor enters into a Supplement with a Customer, the Contractor guarantees its pricing for the duration of the engagement.

6.4 This Master Agreement is not a “state contract” and should not be construed by any party to operate in any manner except as an awarded contract for Customers using the General Request for Proposal Process as defined under RFP No. 3595. This Master Agreement may not be referenced by Contractor as a vehicle to market products or issue quotations in lieu of a procurement process conducted by ITS. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a procurement process conducted by ITS.

ARTICLE 7 METHOD OF PAYMENT

7.1 As consideration for the performance of any Supplement, Customer shall pay Contractor per the pricing set forth in the Supplement. It is understood by the parties that, unless otherwise stated in the underlying LOC and Supplement, travel and subsistence expenses are included in the rates. The parties understand and agree that all travel and travel expenses must be pre-approved by the Customer. For all hourly engagements, Contractor shall keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

7.2 For hourly engagements, Contractor shall submit an invoice monthly with the appropriate documentation to Customer for any month in which Services are rendered. For fixed-cost engagements, Contractor will agree to a Payment Schedule and Deliverable List to be incorporated into the Supplement and, upon written acceptance of a deliverable that has an associated payment, Contractor may invoice the Customer for the amount indicated in the Payment Schedule and Deliverable List. Customer's specific acceptance period will be specified in the underlying LOC and/or the Supplement. For all invoices, Contractor shall certify that the billing is true and correct. The State may, at its sole discretion, require Contractor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Upon receipt of notification from the Customer that the Services have been successfully performed by the Contractor, Customer agrees to pay Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Contractor understands and agrees that the State is exempt from the payment of taxes. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of incomplete work, and Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the Article herein titled "Entire Agreement."

7.3 If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Customer's receipt of the invoice, Customer shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7.4 Acceptance by Contractor of the last payment from the Customer under a Supplement shall operate as a release of all claims for money against the State by Contractor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 8 WARRANTIES

8.1 Contractor represents and warrants that the Services provided by Contractor to Customer shall meet or exceed the minimum specifications set forth in the Supplement, underlying LOC, RFP No. 3595, and Contractor's proposals in response thereto.

8.2 Contractor represents and warrants that its Services hereunder shall be performed by competent personnel in a professional and workmanlike manner consistent with generally accepted industry standards for same and shall comply in all respects with the requirements of this Master Agreement. For any breach of this warranty, Contractor shall, for a period of ninety (90) days from the performance of the Services, perform the Services again, at no cost to

Customer, or if Contractor is unable to perform the Services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory Services.

8.3 Contractor represents and warrants that the personnel assigned to any given Customer project pursuant to a Supplement will function in the capacity for which their Services were acquired throughout the duration of the Supplement as long as the personnel are employed by the Contractor, and any failure by Contractor to so provide these persons shall entitle the Customer to terminate the Supplement for cause. Contractor will, within five (5) working days of Customer's request, replace any Contractor personnel that are rendering Services at a Customer facility if Customer considers the personnel to be unacceptable and provides Contractor with notice to that effect. Contractor agrees to pay the Customer fifty percent (50%) of the total Supplement amount if any of the assigned personnel is removed from the project prior to the ending date of the Supplement for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the Customer's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the Customer, and may assign additional staff to provide technical support to Customer. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under the Supplement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the Services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

8.4 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of the LOC and this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 9 EMPLOYMENT STATUS

9.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

9.2 Contractor represents that it is qualified to perform the Services to be performed under a Supplement and this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer.

9.3 Any person assigned by Contractor to perform the Services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under the Supplement. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge Customer for those hours.

9.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

ARTICLE 10 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any Contractor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Customer's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy or the like.

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

11.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for any given Customer project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

11.2 Neither party to a Supplement may assign or otherwise transfer same or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

11.3 Contractor must obtain the written approval of the State before subcontracting any portion of the Supplement and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that the State may deem necessary.

11.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

11.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Contractor and the State, where such dispute affects the subcontract.

ARTICLE 12 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Contractor shall be entitled to receive just and equitable compensation for satisfactory Services rendered by Contractor in connection with this Master Agreement and accepted by Customer prior to the date of receipt of notification of termination.

ARTICLE 13 TERMINATION

13.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Contractor and the Customer.

13.2 Termination Due To Bankruptcy: Should Contractor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Customer may, upon the giving of thirty (30) days prior written notice, terminate a Supplement and this Master Agreement without the assessment of any penalties, solely as between those two parties.

13.3 Termination Other Than For Cause: A Customer may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of any penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor.

13.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the Supplement and this Master Agreement without the assessment of any penalties solely as between those two parties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

13.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of any penalties for any reason after giving thirty (30) calendar days written notice specifying the effective date thereof to Contractor, but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any un-expired Supplements.

ARTICLE 14 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 15 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 16 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the

remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Customer's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 17 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 18 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify the State in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to a Supplement or this Master Agreement and/or which may affect the Contractor's performance under the Supplement or this Master Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of the Supplement and this Master Agreement and the State may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi

Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Contractor, have access to this Master Agreement, Supplements, and to any of Contractor's proposals, books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 23 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 24 DISPUTES

24.1 Should disputes arise with respect to a Supplement or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Supplement and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

24.2 If Contractor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

A. The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise

furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.

B. Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the Supplement and/or this Master Agreement by Contractor.

C. The Executive Director's decision shall not be a final determination of the parties rights and obligations under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 25 COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Customer policies and procedures of which Contractor has knowledge and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 26 CONFLICT OF INTEREST

Contractor shall notify the State of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the State's satisfaction, Customer reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 27 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 28 CONFIDENTIAL INFORMATION

28.1 Contractor shall treat all Customer data and information to which it has access by its performance under a Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the Supplement or this Master Agreement.

28.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the Supplement and this Master Agreement do not constitute

confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 29 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All software, source code, associated documentation, data, files, work papers, documentation, and all other material, electronic or otherwise, collected and created by Contractor in connection with Services performed under a Supplement, whether completed or in progress, (collectively referred to herein as "Customer Proprietary Material") shall be the sole and exclusive property of Customer upon completion/termination of the Supplement, free from any claim, lien or right of retention on the part of the Contractor. All patent rights, copyrights and other registration to the Customer Proprietary Material shall be the property of the State of Mississippi, which shall have the sole right to seek patent, copyright, registered design, or other protection in connection therewith. If federal or state law should not allow the State of Mississippi to seek patent, copyright, or other registration, the Contractor shall, if so requested by the State, seek such registration and shall irrevocably grant, assign and transfer such registration to the State. In such event, the State shall be responsible for all costs and fees associated with such registration. The Contractor shall not under any circumstances use the Customer Proprietary Material, in whole or in part, without the prior written approval of the Customer.

ARTICLE 31 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with Services performed pursuant to any Supplement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 32 NEWS RELEASES

News releases pertaining to a Supplement or this Master Agreement or the Services, products, study, data, or project to which it relates will not be made without prior written Customer approval, and then only in accordance with the explicit written instructions from Customer.

ARTICLE 33 SURVIVAL

Articles 8, 14, 18, 22, 27, 28, 30, 36, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 34 ENTIRE AGREEMENT

34.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. The Supplement, RFP No. 3595, the underlying LOC, and Contractor's Proposals submitted in response to the LOC and RFP are hereby incorporated into and made a part of this Master Agreement as far as the individual Customer is concerned.

34.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Master Agreement signed by Contractor and ITS;
- B.** The Supplement signed by ITS, Contractor and if applicable, Customer;
- C.** The underlying LOC referenced in the Supplement;
- D.** RFP No. 3595, including all addenda/clarifications, and
- E.** Contractor's Proposals, as accepted by Customer and ITS, in response to the underlying LOC and RFP No. 3595.

34.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Contractor's Proposals").

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 36 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of the Supplement unless mutually agreed to the contrary in writing by the Customer and Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 37 NETWORK SECURITY

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Master Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services, on
behalf of the agencies and institutions
of the State of Mississippi

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Title: Executive Director

Date: _____

INSERT VENDOR NAME

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____